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SALES—FRAUDULENT CONVEYANCES—BULK SALES ACT.—The owner and operator of a lunch wagon sold it together with the furniture, fixtures, appliances and supplies connected therewith. In a suit by a creditor to avoid the sale as against the Bulk Sales Act providing that: "The sale in bulk of any part or the whole of a stock of merchandise otherwise than in the ordinary course of trade . . . shall be fraudulent and void as against creditors of the seller," *held*, the Act did not apply. *Lewis, Hubbard & Co. v. Loughran* (W. Va. 1919) 101 S. E. 465.

Since such bulk sales acts are in derogation of the common law right of a person to alienate his property without restriction, they are construed strictly with a view towards remedying the precise evil intended to be reached. *Cooney, Eckstein & Co. v. Sweat* (1909) 133 Ga. 511, 66 S. E. 257. Thus the courts in construing similar statutes have generally restricted the words "goods, wares, and merchandise" or "stocks of merchandise" to those goods actually held out for sale, *Johnson v. Kelly* (1915) 32 N. D. 116, 155 N. W. 683, and therefore have refused to hold within the Act a sale of all the property of a livery stable business including the horses, wagons, and harness; *Everett Prod. Co. v. Smith Bros.* (1905) 40 Wash. 566, 82 Pac. 905; or the sale of a billiard and pool business including all its usual equipment; *Independent Breweries Co. v. Lawton* (Mo. 1918) 204 S. W. 730; or the sale by a cobbler of all his shoe repairing appliances, although the goods contained a small quantity of shoe laces, polishes and brushes which he occasionally sold; *Swanson v. DeVine* (Utah 1916) 160 Pac. 872; on the ground that the "goods, wares and merchandise" sold were primarily for use in the business conducted. The contention that this is the differentiation which the courts have made is strengthened by the fact that where an entire business is sold consisting of both goods held out for sale and chattels and fixtures used in the business, the courts hold that the Act applies only to the former. Thus, in the sale of a saloon and dance hall business, the Act was held to apply only to the stock of liquors sold. *Marshon v. Toohey* (1915) 38 Nev. 248, 148 Pac. 357; *contra, Parham & Co. v. Potts-Thompson Liquor Co.* (1907) 127 Ga. 303, 56 S. E. 460. Nor are such acts applicable to a business which does not handle goods for sale at all, such as an employment agency; *Heslop v. Golden* (1915) 189 Ill. App. 388; or where the selling of the goods is merely incidental to an establishment whose chief purpose is the application of skill and labor in the production of a substantially new article. *Connecticut Steam Brown Stone Co. v. Lewis* (1912) 86 Conn. 386, 85 Atl. 534. The instant case seems to fall within the principles laid down by the preceding authorities. The articles sold by the defendant were clearly not a "stock of merchandise" within the meaning of the Act.

SPECIFIC PERFORMANCE—MUTUALITY—SUIT BY ASSIGNEE OF THE PURCHASER.—In an action to compel specific performance of a contract for the sale and purchase of real estate, brought by the assignee of the purchaser in his own name, *held*, in two recent New York cases, that such relief would lie. *Epstein v. Gluckin* (Sup. Ct. 1919) 109 Misc. 184, 179 N. Y. Supp. 221; *Schuyler v. Kirk Brown Realty Co.* (Sup. Ct. 1919) 178 N. Y. Supp. 568.

The rule of mutuality merely demands that the court can enforce its decree against both parties litigant, and give to them all they are entitled to receive under their contract, in exchange for their performance. See 16 Columbia Law Rev. 443. Thus while the court